

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

**Towd Point Mortgage Trust 2018-1, U.S.
Bank National Association, as Indenture
Trustee**

Plaintiff

vs.

Bradley Bisbee and Candy Bisbee

Defendants

**RAB Performance Recoveries, LLC
Dirigo Federal Credit Union F/K/A
Rainbow Credit Union
Sebasticook Valley Hospital**

Party-In-Interest

CIVIL ACTION NO:

COMPLAINT

**RE: REAL VACANT PROPERTY
54 Jordan Road, Mechanic Falls, ME 04256**

**Mortgage:
May 14, 2007
Book 7140, Page 86
Androscoggin County Registry of Deeds**

NOW COMES the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, by and through its attorneys, Doonan, Graves & Longoria, LLC, and hereby complains against the Defendants, Bradley Bisbee and Candy Bisbee, as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant 28 U.S.C. § 1332(a)(1) (Diversity) because the Plaintiff and Defendants are citizens of different states and the matter in controversy exceeds the sum or value of seventy-five thousand and 00/100 (\$75,000.00) dollars, exclusive of interest and costs. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the object of this litigation is a Disclosure Statement, Note and Security Agreement executed under seal currently owned and held by Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, in which the Defendants, Bradley Bisbee, and Candy Bisbee, are the obligors and the total amount owed under the terms of the Disclosure Statement, Note and Security Agreement is One Hundred Twelve Thousand Five Hundred Forty-Six and 13/100 (\$112,546.13) Dollars, plus attorney fees and costs associated with the instant action; thus, the amount in controversy exceeds the jurisdictional threshold of seventy-five thousand (\$75,000.00) dollars.
3. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

4. Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee is a corporation with its principal place of business located at 425 Walnut Street, Cincinnati, OH 45202.
5. The Defendant, Bradley Bisbee, is a resident of Mechanic Falls, County of Androscoggin and State of Maine.
6. The Defendant, Candy Bisbee, is a resident of Mechanic Falls, County of Androscoggin and State of Maine.
7. The Party-in-Interest, RAB Performance Recoveries LLC, is located at 10 Forest Avenue, Paramus, NJ 07653.

8. The Party-in-Interest, Dirigo Federal Credit Union, F/K/A, Rainbow Federal Credit Union, is located at 381 Main Street, Lewiston, ME 04240.
9. The Party-in-Interest, Sebasticook Valley Hospital, is located at c/o Agent: Linda J. Cregnoles, 369 Main Street, Pittsfield, ME 04967.

FACTS

10. On September 25, 2001, by virtue of a Warranty Deed from Leland Bisbee, which is recorded in the Androscoggin County Registry of Deeds in **Book 4828, Page 25**, the property situated at 54 Jordan Road, City/Town of Mechanic Falls, County of Androscoggin, and State of Maine, was conveyed to Leland Bisbee and Bradley Bisbee, being more particularly described by the attached legal description. *See* Exhibit A (a true and correct copy of the legal description is attached hereto and incorporated herein).
11. On May 14, 2007, Defendants, Bradley Bisbee, Candy Bisbee, executed and delivered to CitiFinancial, Inc. a certain Disclosure Statement, Note and Security Agreement under seal in the amount of \$95,181.42. *See* Exhibit B (a true and correct copy of the Disclosure Statement, Note and Security Agreement is attached hereto and incorporated herein).
12. To secure said Disclosure Statement, Note and Security Agreement, on May 14, 2007, Defendants, Bradley Bisbee and Leland Bisbee executed a Mortgage Deed in favor of CitiFinancial, Inc., securing the property located at 54 Jordan Road, Mechanic Falls, ME 04256 which Mortgage Deed is recorded in the Androscoggin County Registry of Deeds in **Book 7140, Page 86**. *See* Exhibit C (a true and correct copy of the Mortgage is attached hereto and incorporated herein).

13. The Mortgage was then assigned to CitiFinancial Servicing, LLC by virtue of an Assignment of Mortgage dated April 18, 2014 and recorded in the Androscoggin County Registry of Deeds in **Book 8993, Page 321**. *See* Exhibit D (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
14. The Mortgage was then assigned to Bayview Loan Servicing, LLC by virtue of an Assignment of Mortgage dated June 14, 2017 and recorded in the Androscoggin County Registry of Deeds in **Book 9624, Page 12**. *See* Exhibit E (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
15. The Mortgage was then assigned to MF Dispositions IVc, LLC by virtue of an Assignment of Mortgage dated February 15, 2018 and recorded in the Androscoggin County Registry of Deeds in **Book 9827, Page 25**. *See* Exhibit F (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
16. The Mortgage was then assigned to Towd Point Master Funding Trust 2018-PM1 by virtue of an Assignment of Mortgage dated February 15, 2018 and recorded in the Androscoggin County Registry of Deeds in **Book 9834, Page 84**. *See* Exhibit G (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
17. The Mortgage was then assigned to FirstKey Mortgage, LLC by virtue of an Assignment of Mortgage dated June 26, 2018 and recorded in the Androscoggin County Registry of Deeds in **Book 9892, Page 269**. *See* Exhibit H (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
18. The Mortgage was then assigned to Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee by virtue of an Assignment of Mortgage dated June 6, 2018 and recorded in the Androscoggin County Registry of Deeds in **Book 10232, Page 96**.

See Exhibit I (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).

19. On September 28, 2021, the Defendants, Bradley Bisbee and Candy Bisbee, were sent a Notice of Mortgagor's Right to Cure, as evidenced by the Certificate of Mailing (herein after referred to as the "Demand Letter"). *See* Exhibit J (a true and correct copy of the Demand Letter is attached hereto and incorporated herein).
20. The Demand Letter informed the Defendants, Bradley Bisbee and Candy Bisbee, of the payment due date, the total amount necessary to cure the default, and the deadline by which the default must be cured, which was thirty-five (35) days from receipt of the Demand Letter. *See* Exhibit J.
21. The Defendants, Bradley Bisbee and Candy Bisbee, failed to cure the default prior to the expiration of the Demand Letter.
22. Upon information and belief Leland Bisbee died on April 30, 2018.
23. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is the present holder of the Disclosure Statement, Note and Security Agreement pursuant to endorsement by the previous holder (if applicable), payment of value and physical possession of the Disclosure Statement, Note and Security Agreement in conformity with 11 M.R.S. § 3-1201, et seq., and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929).
24. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is the lawful holder and owner of the Disclosure Statement, Note and Security Agreement and Mortgage.
25. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, hereby certifies that all steps mandated by law to provide notice to the

mortgagor pursuant to 14 M.R.S.A. § 6111 and/or Disclosure Statement, Note and Security Agreement and Mortgage were strictly performed.

26. RAB Performance Recoveries, LLC is a Party-in-Interest pursuant to a Writ of Execution in the amount of \$718.61 dated September 20, 2011, and recorded in the Androscoggin County Registry of Deeds in **Book 8265, Page 261** and is in Second position behind Plaintiff's Mortgage.

27. Dirigo Federal Credit Union F/K/A Rainbow Credit Union is a Party-in-Interest pursuant to a Writ of Execution in the amount of \$3,757.35 dated January 3, 2011, and recorded in the Androscoggin County Registry of Deeds in **Book 8362, Page 307** and is in third position behind Plaintiff's Mortgage.

28. Seabasticook Valley Hospital is a Party-in-Interest pursuant to a Writ of Execution in the amount of \$1,858.25 dated July 15, 2019, and recorded in the Androscoggin County Registry of Deeds in **Book 10164, Page 328** and is in fourth position behind Plaintiff's Mortgage.

29. The total debt owed under the Disclosure Statement, Note and Security Agreement and Mortgage as of January 16, 2022 is One Hundred Twelve Thousand Five Hundred Forty-Six and 13/100 (\$112,546.13) Dollars, which includes:

Description	Amount
Principal Balance	\$95,065.64
Interest	\$6,885.25
Escrow/Impound Required	\$9,297.86
Total Advances	\$1,297.38
Grand Total	\$112,546.13

30. Upon information and belief, the Defendants, Bradley Bisbee and Candy Bisbee, are not in possession of the subject property originally secured by the Mortgage.

COUNT 1 – FORECLOSURE AND SALE

31. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, repeats and re-alleges paragraphs 1 through 30 as if fully set forth herein.
32. This is an action for foreclosure and sale respecting a real estate related Mortgage and title located at 54 Jordan Road, Mechanic Falls, County of Androscoggin, and State of Maine. *See Exhibit J.*
33. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is the holder of the Disclosure Statement, Note and Security Agreement referenced in Paragraph 11 pursuant to endorsement by the previous holder (if applicable) and physical possession of the aforesaid Disclosure Statement, Note and Security Agreement in conformity with Title 11, section 3-1201, et seq. of the Maine Revised Statutes and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929). As such, Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, has the right to foreclosure and sale upon the subject property.
34. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is the current owner and investor of the aforesaid Mortgage and Disclosure Statement, Note and Security Agreement.
35. The Defendants, Bradley Bisbee and Candy Bisbee, are presently in default on said Mortgage and Disclosure Statement, Note and Security Agreement, having failed to make the monthly payment due October 18, 2018, and all subsequent payments, and, therefore, have breached the condition of the aforesaid Mortgage and Disclosure Statement, Note and Security Agreement.
36. The total debt owed under the Disclosure Statement, Note and Security Agreement and Mortgage as of January 16, 2022 is One Hundred Twelve Thousand Five Hundred Forty-Six and 13/100 (\$112,546.13) Dollars, which includes:

Description	Amount
Principal Balance	\$95,065.64
Interest	\$6,885.25
Escrow/Impound Required	\$9,297.86
Total Advances	\$1,297.38
Grand Total	\$112,546.13

37. The record established through the Androscoggin County Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.
38. By virtue of the Defendants, Bradley Bisbee and Candy Bisbee's, breach of condition, the Plaintiff hereby demands a foreclosure and sale on said real estate, as affected by Defendant.
39. Notice in conformity with 14 M.R.S.A. § 6111 and/or Disclosure Statement, Note and Security Agreement and Mortgage was sent to the Defendants, Bradley Bisbee and Candy Bisbee, on September 28, 2021, evidenced by the Certificate of Mailing. *See* Exhibit J.
40. The Defendants, Bradley Bisbee and Candy Bisbee, are not in the Military as evidenced by the attached Exhibit K.

COUNT II – BREACH OF DISCLOSURE STATEMENT, NOTE AND
SECURITY AGREEMENT

41. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, repeats and re-alleges paragraphs 1 through 40 as if fully set forth herein.
42. On May 14, 2007, the Defendants, Bradley Bisbee, Candy Bisbee, executed under seal and delivered to CitiFinancial, Inc. a certain Disclosure Statement, Note and Security Agreement in the amount of \$95,181.42. *See* Exhibit B.

43. The Defendants, Bradley Bisbee, Candy Bisbee, are in default for failure to properly tender the October 18, 2018 payment and all subsequent payments.. *See* Exhibit J.
44. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is the proper holder of the Disclosure Statement, Note and Security Agreement and is entitled to enforce the terms and conditions of the Disclosure Statement, Note and Security Agreement due to its breach by the Defendants, Bradley Bisbee, Candy Bisbee.
45. The Defendants, Bradley Bisbee, Candy Bisbee , having failed to comply with the terms of the Disclosure Statement, Note and Security Agreement and Mortgage, are in breach of both the Disclosure Statement, Note and Security Agreement and the Mortgage.
46. The Defendants Bradley Bisbee, Candy Bisbee's breach is knowing, willful, and continuing.
47. The Defendants Bradley Bisbee, Candy Bisbee's breach has caused Plaintiff Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee to suffer actual damages, including, but not limited to money lent, interest, expectancy damages, as well as attorney's fees and costs.
48. The total debt owed under the Disclosure Statement, Note and Security Agreement and Mortgage as of January 16, 2022, if no payments are made, is One Hundred Twelve Thousand Five Hundred Forty-Six and 13/100 (\$112,546.13) Dollars, which includes:

Description	Amount
Principal Balance	\$95,065.64
Interest	\$6,885.25
Escrow/Impound Required	\$9,297.86
Total Advances	\$1,297.38
Grand Total	\$112,546.13

49. Injustice can only be avoided by awarding damages for the total amount owed under the Disclosure Statement, Note and Security Agreement including interest, plus costs and expenses, including attorney fees.

COUNT III – BREACH OF CONTRACT, MONEY HAD AND RECEIVED

50. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, repeats and re-alleges paragraphs 1 through 49 as if fully set forth herein.

51. By executing, under seal, and delivering the Disclosure Statement, Note and Security Agreement, the Defendants, Bradley Bisbee, Candy Bisbee, entered into a written contract with CitiFinancial, Inc. who agreed to loan the amount of \$95,181.42 to the Defendants. *See* Exhibit B.

52. As part of this contract and transaction, the Defendants, Bradley Bisbee and Leland Bisbee, executed the Mortgage to secure the Disclosure Statement, Note and Security Agreement and the subject property. *See* Exhibit C.

53. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is the proper holder of the Disclosure Statement, Note and Security Agreement and successor-in-interest to CitiFinancial, Inc., and has performed its obligations under the Disclosure Statement, Note and Security Agreement and Mortgage.

54. The Defendants, Bradley Bisbee and Candy Bisbee, breached the terms of the Disclosure Statement, Note and Security Agreement and Mortgage by failing to properly tender the October 18, 2018 payment and all subsequent payments. *See* Exhibit J.

55. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is the proper holder of the Disclosure Statement, Note and Security Agreement, and is entitled to enforce the terms and conditions of the Disclosure Statement,

Note and Security Agreement due to its breach by the Defendants, Bradley Bisbee, Candy Bisbee.

56. The Defendants, Bradley Bisbee and Leland Bisbee, having failed to comply with the terms of the Disclosure Statement, Note and Security Agreement and Mortgage, are in breach of contract.

57. The Defendants, Bradley Bisbee and Candy Bisbee, are indebted to Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee in the sum of One Hundred Twelve Thousand Five Hundred Forty-Six and 13/100 (\$112,546.13) Dollars, for money lent by the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, to the Defendants.

58. Defendants Bradley Bisbee and Candy Bisbee's breach is knowing, willful, and continuing.

59. Defendants Bradley Bisbee and Candy Bisbee's breach has caused Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, to suffer actual damages, including, but not limited to money lent, interest, expectancy damages, as well as attorney's fees and costs.

60. The total debt owed under the Disclosure Statement, Note and Security Agreement and Mortgage as of January 16, 2022, if no payments are made, is One Hundred Twelve Thousand Five Hundred Forty-Six and 13/100 (\$112,546.13) Dollars, which includes:

Description	Amount
Principal Balance	\$95,065.64
Interest	\$6,885.25
Escrow/Impound Required	\$9,297.86
Total Advances	\$1,297.38
Grand Total	\$112,546.13

61. Injustice can only be avoided by awarding damages for the total amount owed under the Disclosure Statement, Note and Security Agreement and Mortgage, and for money had and received, including interest, plus costs and expenses, including attorney fees.

COUNT IV – QUANTUM MERUIT

62. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, repeats and re-alleges paragraphs 1 through 61 as if fully set forth herein.

63. CitiFinancial, Inc., predecessor-in-interest to Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, loaned Defendants, Bradley Bisbee, Candy Bisbee, \$95,181.42. *See* Exhibit B.

64. The Defendants, Bradley Bisbee and Candy Bisbee, are in default for failure to properly tender the October 18, 2018 payment and all subsequent payments. *See* Exhibit J.

65. As a result of the Defendants Bradley Bisbee and Candy Bisbee's failure to perform under the terms of their obligation, the Defendant, Bradley Bisbee, should be required to compensate the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee.

66. As such, the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is entitled to relief under the doctrine of quantum meruit.

COUNT V –UNJUST ENRICHMENT

67. The Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, repeats and re-alleges paragraphs 1 through 66 as if fully set forth herein.

68. CitiFinancial, Inc., predecessor-in-interest to Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, loaned the Defendants, Bradley Bisbee, Candy Bisbee, \$95,181.42. *See* Exhibit B.

69. The Defendants, Bradley Bisbee and Candy Bisbee, have failed to repay the loan obligation.

70. As a result, the Defendants, Bradley Bisbee and Candy Bisbee, have been unjustly enriched to the detriment of the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee as successor-in-interest to CitiFinancial, Inc. by having received the aforesaid benefits and money and not repaying said benefits and money.

71. As such, the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is entitled to relief.

PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, prays this Honorable Court:

- a) Issue a judgment of foreclosure and sale in conformity with Title 14 § 6322.
- b) Grant possession to the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, upon the expiration of the period of redemption
- c) Find that the Defendants, Bradley Bisbee and Candy Bisbee, are in breach of the Disclosure Statement, Note and Security Agreement by failing to make payment due as of October 18, 2018, and all subsequent payments.
- d) Find that the Defendants, Bradley Bisbee and Candy Bisbee, are in breach of the Mortgage by failing to make payment due as of October 18, 2018, and all subsequent payments;
- e) Find that the Defendants, Bradley Bisbee and Candy Bisbee, entered into a contract for a sum certain in exchange for a security interest in the subject property;
- f) Find that the Defendants, Bradley Bisbee and Candy Bisbee are in breach of contract by failing to comply with the terms and conditions of the Disclosure Statement, Note and Security Agreement and Mortgage by failing to make the payment due October 18, 2018 and all subsequent payments;

- g) Find that it was the intent of the Defendants, Bradley Bisbee and Candy Bisbee, and the original lender, CitiFinancial, Inc., on May 14, 2007 to create a mortgage on the property commonly known as and numbered as 54 Jordan Road, Mechanic Falls, ME 04256.
- h) Find that the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is entitled to enforce the terms and conditions of the Disclosure Statement, Note and Security Agreement and Mortgage;
- i) Find that by virtue of the money retained by the Defendants, Bradley Bisbee and Candy Bisbee have been unjustly enriched at the Plaintiff's expense;
- j) Find that such unjust enrichment entitles the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, to restitution;
- k) Find that the Defendants, Bradley Bisbee and Candy Bisbee, are liable to the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, for money had and received;
- l) Find that the Defendants, Bradley Bisbee and Candy Bisbee, are liable to the Plaintiff for *quantum meruit*;
- m) Find that the Defendants, Bradley Bisbee and Candy Bisbee, have appreciated and retained the benefit of the Mortgage and the subject property;
- n) Find that it would be inequitable for the Defendants, Bradley Bisbee and Candy Bisbee, to continue to appreciate and retain the benefit of the Mortgage, Disclosure Statement, Note and Security Agreement and subject property without recompensing the appropriate value, however;
- o) Find that the Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is entitled to restitution for this benefit from the Defendants, Bradley Bisbee and Candy Bisbee;

- p) Determine the amount due on said Mortgage and Disclosure Statement, Note and Security Agreement, including principal, interest, reasonable attorney's fees and court costs;
- q) Impose the applicable time periods for redemption, etc. as reflected in 14 M.R.S.A. § 6322;
- r) For such other and further relief as this Honorable Court deems just and equitable.

Respectfully Submitted,
Towd Point Mortgage Trust 2018-1, U.S. Bank
National Association, as Indenture Trustee,
By its attorneys,

Dated: February 8, 2022

/s/Reneau J. Longoria, Esq.
Reneau J. Longoria, Esq., Bar No. 5746
Attorneys for Plaintiff
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Party-In-Interest

CIVIL ACTION NO: 0

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54 Jordan Road, Mechanic Falls, ME 04256**

**Mortgage:
May 14, 2007
Book 7140, Page 86
Androscoggin County Registry of Deeds**

AFFIDAVIT RELATING TO MILITARY SEARCH

I, Beth Stillings, hereby certify that on _____, 2022 I searched the Department of Defense/Defense Manpower Data Center (DOD/DMDC) and found that the Defendants, Bradley Bisbee and Candy Bisbee, are not in the military. An affidavit as to the Defendants' military status will be filed with a Motion for Summary Judgment or at trial as Maine Courts accept such affidavits only at those times.

Dated: _____, 2022

Beth Stillings
Paralegal

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

Dated this ____ day of _____, 2022

COUNTY OF ESSEX

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Beth Stillings, who proved to me through satisfactory evidence of identification to be the person whose name is signed on this document, who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public